

United Nations Development Programme



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15.03 - JJ 3323 93 - 228119,42 udr
17.05 - JJ 0173564 - 383914,72 udr
05.06 - JJ 0173585 - 473644,05 udr
18.07 - JJ 0173604 - 183665 udr
13.11 - JJ 0262912 - 98426,02

CONTRACT FOR WORKS

4365826921

Date: **February** ____, 2018

Contract Ref.: **ITB17/1642-Lot#2**

Dear Sir/Madam,

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage "**MONCOMTEX**" LLC, duly incorporated under the Laws of the Republic of Moldova (hereinafter referred to as the "Contractor") in order to perform: **Site 1: "Street lighting system optimization", Aluatu village, Taraclia district; Site 2: "Street lighting system optimization", Dezghingea village, GATU** (hereinafter referred to as the "Works"), in accordance with the following Contract: 1) 98426,02

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Civil Works, attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
 - a. this Contract;
 - b. Annex I – The General Conditions of Contract for Civil Works;
 - c. Annex II – Schedule of Requirements and Technical Specifications dated November 29, 2017, including the Technical Design Documentation for this lot, not attached hereto but known to and in the possession of both parties;
 - d. Annex III - the Contractor's Offer including the Price Schedule and Bills of Quantities submitted by the Contractor as part of its Bid dated December 18, 2017, not attached hereto but known to and in the possession of both parties.
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

"MONCOMTEX" LLC

Pobedy street 26, Comrat city, Republic of Moldova,

2. Obligations of the Contractor

- 2.1 The Contractor shall commence the Works within **5 (five) days** from the date on which he shall have been given access to the Site and received the notice to commence from the Engineer, and Substantially complete the Works in not more than **180 calendar days**, in accordance with the

ed)

Contract. The Contractor shall provide all materials, supplies, labor and other services necessary to that end.

2.3 The Contractor shall submit to the Engineer the Programme of Work referred to in Clause 13 of the General Conditions within **10 (ten) days**.

2.4 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the Works foreseen under this Contract in accordance with the highest industrial and professional standards.

3. Price and payment

3.1 The total estimated price of the Contract is contained in the Bill of Quantities and amounts to **US\$ 69 314,84 (sixty-nine thousand three hundred fourteen dollars and 84 cents)**. (Total Site #1 (Aluatu) – 13 566,06 USD; Total Site #2 (Dezghingea) – 55 748,72 USD)

69314,84 x 165 =
1143694,86

3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.

3.3 The final price of the Contract will be determined on the basis of the actual quantities of work and materials utilized in the complete and satisfactory performance of the Works as certified by the Engineer and the unit prices contained in the Contractor's financial proposal. Such unit prices are fixed and are not subject to any variation whatsoever.

3.4 If the Contractor foresees that the final price of the Contract may exceed the total estimated price contained in 3.1 above, he shall so inform the Engineer without delay, in order for UNDP to decide, at its discretion, to increase the estimated price of the Contract as a result of a larger quantity of work/material or to reduce the quantity of work to be performed or materials to be used. UNDP shall not be responsible for payment of any amount in excess of that stipulated in 3.1 above unless this latter amount has been increased by means of a written amendment of this Contract in accordance with its paragraph 8 below.

3.5 Invoices for the work performed and materials utilized shall be submitted every 15 days; and a final invoice within 15 days from the issuance of the Certificate of Final Completion by the Engineer. Payments will be made in MDL at UNORE on the day of payment.

3.6 UNDP shall effect payment of the invoices after receipt of the certificate of payment issued by the Engineer, approving the amount contained in the invoice. The Engineer may make corrections to that amount, in which case UNDP may effect payment for the amount so corrected. The Engineer may also withhold invoices if the work is not performed at any time in accordance with the terms of the Contract or if the necessary insurance policies or performance security are not valid and/or in order. The Engineer shall process the invoices submitted by the Contractor within 10 days of their receipt, when no objections for the performed works exist.

3.7 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Works.

3.8 Payment of the final invoice in the amount of **not less than 5% (five) and not more than 10% (ten)** of the total estimated price of the contract shall be effected by UNDP after issuance of the Certificate of Final Completion by the Engineer.

3.9 All funds paid to the Contractor for works performed under this contract are carried out under the EU funded technical assistance Project "Support in Agricultural and Rural Development in ATU Gagauzia and Taraclia" implemented by UNDP.

8.2 For the purposes of communications with the Engineer, the address of the Engineer shall be as follows:

Alexandru URSUL

Le Roi Business Center, #29 Sfatul Tarii Street, off. 403, Chisinau, Moldova

e-mail: Alexandrul Ursul <alexandru.ursul65@gmail.com>

UNDP may appoint another person as Engineer as will be notified in writing to the Contractor. If the above terms and conditions meet with your agreement as typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,



Stefan Liller

Deputy Resident Representative

UNDP Moldova

For "Moncomtex" LLC

Agreed and Accepted:

Signature _____

Name **Mavrodi Oleg**

Title **Director**

Date _____





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Ref: ITB17/1642-Lot#2

**AMENDMENT#1 TO THE CONTRACT FOR CIVIL WORKS
BETWEEN
UNITED NATIONS DEVELOPMENT PROGRAMME
AND
"Moncomtex" LLC**

Date: April 20, 2018

Reference is made to the contract for works dated February 9, 2018 signed between the **UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)**, and the **"MONCOMTEX" LLC**, in order to perform **Construction works for social infrastructure projects: Lot# 2, Site 1: "Street lighting system optimization", Aluatu village, Taraclia district; Site 2: "Street lighting system optimization", Dezghingea village, GATU.**

As per mentioned within UNDP Rules and Regulations, any modification to this Contract shall require an amendment in writing between both parties and duly signed by the authorized representatives of the Contractor and UNDP.

Therefore Parties hereby agree on the following:

WHEREAS "Moncomtex" LLC and UNDP now wish to amend said Contract in order to:

- include additional works in the **Aluatu village, in the amount of 16,640.82 USD**
- include additional works in the **Dezghingea village, in the amount of 27,984.70 USD**

\$= 17,09
1.247.240,75

WHEREAS such Amendment will result in an increase of **USD 44,625.52** (forty-four thousand six hundred twenty-five dollars and 52 cents) making this amended Contract total **USD 113,940.36** (one hundred thirteen thousand nine hundred forty dollars and 36 cents), following the breakdown below:

NOW THEREFORE, the relevant Contract provisions indicated below are hereby amended to read as follows:

Clause 1.2 shall be changed to now read as follows:

- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
- a. this letter;
 - b. the Contractor's Bill of Quantities for additional works attached hereto as Annex I;
 - c. the letter confirming that Contractor will comply with the volume of work estimated in the BOQ published within ITB17/1642, Lot #2, Site 1: "Street lighting system optimization", Aluatu village, Taraclia district; Site 2: "Street lighting system optimization", Dezghingea village, GATU, additional volume of Works for Aluatu village, additional volume of Works in Dezghingea village, according to the Moncomtex LLC financial proposal and Commitment letter regarding the (i) additional volumes

DS.

of Works: 3.9 km of new cable and 50 street LED lamps in Aluatu; and (ii) 10.0 km of new cable street LED lamps and 3 transformer units in Dezghinja.

Clause 2.1. shall be changed to now read as follows:

The Contractor shall commence the Works within **5 (five) days** from the date on which he shall have been given access to the Site and received the notice to commence from the Engineer, and Substantially complete the Works in not more than **210 calendar days**, in accordance with the Contract. The Contractor shall provide all materials, supplies, labor and other services necessary to that end.

Clause 3.1 shall be changed to now read as follows:

3.1 The total estimated price of the Contract is contained in the Bill of Quantities and amounts to **USD 113,940.36** (one hundred thirteen thousand nine hundred forty dollars and 36 cents).

NEVERTHELESS, all other terms and conditions of the Contract, except as amended herein, shall remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, THE UNDP AND THE CONTRACTOR HAVE SIGNED THIS AMENDMENT

For UNDP:

By


(signature)

Dafina Gercheva
UN Resident Coordinator
UNDP Resident Representative in Moldova

Date:

19.04.18



For "Moncomtex" LLC.

By


(signature)

Mavrodj Oleg
Director

Date:



INVESTITOR (UNDP Moldova)
BENEFICIAR (Primaria s. Dezghingea)

Anexa
la Regulamentul de recepție
a construcțiilor și instalațiilor
afereente

**PROCES-VERBAL
DE RECEPȚIE FINALĂ**
Nr.02 Din 10.10 2018

Privind lucrarea: *Optimizarea sistemului de iluminare stradala in s. Dezghingea, UTAG*, în cadrul contractului nr. ITB17 /1642 din 09.02.2018 încheiat între *UNDP Moldova si Antreprenor SRL „Moncomtex”*, pentru lucrările de: *Modernizare a iluminatului stradal in s. Dezghingea, UTAG*

1. Lucrările au fost executate în baza autorizației nr. 13 din 21.02.2018 eliberată de Primaria s. Dezghingea cu valabilitate pînă la 21.02.2020;
2. Comisia de recepție și-a desfășurat activitatea în intervalul 10.10 2018, fiind formată din:

Președintele comisiei:

Primar s. Dezghingea - Piotr Tomaila

Membrii comisiei:

Contabil sef - Oliga Kirioglo
Președintele consiliului - Ivan Topal
Inginer cadastral - Afanasii Tomaila
Electrician - Ivan Chireacov
Responsabil tehnic - Veaceslav Topal
Inginer consultant - Ion Ceban
UE - SARD

3. Au mai participat la recepție :

Administrator SRL Moncomtex - Mavrodi Oleg
Diriginte de santier SRL Moncomtex - Velicev Ivan

Comisia de recepție finală, în urma examinării și analizei lucrărilor efectuate și a documentelor cuprinse în cartea tehnică a construcției, a constatat următoarele:

- 1) lucrările pe specialități au fost executate și recepționate conform listei – anexă nr.1;
- 2) lucrările au fost complet terminate la data de 12.06.18;
- 3) observațiile comisiei de recepție finală sunt prezentate în lista-anexă nr. 2;
- 4) Cartea tehnică a construcției și fișa sintetică a obiectului au fost completate;
- 5) instrucțiunile de exploatare și urmărire a comportării în timp a obiectului sunt în posesia utilizatorului;

INVESTITOR (UNDP Moldova)
BENEFICIAR (Primaria Dezghingea)

Anexa nr. 1
la Regulamentul de recepție
a construcțiilor și instalațiilor
aferente

**PROCES-VERBAL
DE RECEPȚIE LA TERMINAREA LUCRĂRILOR**

Nr. din 04.07.2018

Privind lucrarea: *Optimizarea sistemului de iluminare stradala in s. Dezghingea, UTAG*, în cadrul contractului nr. ITB17 /1642 din 09.02.2018 încheiat între *UNDP Moldova si Antreprenor SRL „Moncomtex”*, pentru lucrările de: *Modernizare a iluminatului stradal in s. Dezghingea, UTAG*

1. Lucrările au fost executate în baza autorizației nr. 13 din 21.02.2018 eliberată de Primaria s. Dezghingea cu valabilitate pînă la 21.02.2020;
2. Comisia de recepție și-a desfășurat activitatea în intervalul 04.07.2018, fiind formată din:

Președintele comisiei:

Primar s. Dezghingea - Piotr Tomaila

Membrii comisiei:

Contabil sef - Oliga Kirioglo
Presedintele consiliului - Ivan Topal
Inginer cadastral - Afanasii Tomaila
Electrician - Ivan Chireacov
Responsabil tehnic - Veaceslav Topal
Inginer consultant - Ion Ceban
UE - SARD

3. *Au mai participat la recepție :*

Administrator SRL Moncomtex - Mavrodi Oleg
Diriginte de santier SRL Moncomtex - Velicev Ivan

4. *Constatările comisiei de recepție cu privire la terminarea lucrărilor: Optimizarea sistemului de iluminare stradala in s. Dezghingea, UTAG, sunt cuprinse în anexele nr.1, 2, 3, la acest proces verbal;*

Anexa1: piesele din documentația scrisă și desenată, prezentată, care au lipsit și/sau sînt incomplete;

Anexa 2: lucrările din caietul de sarcini care nu au fost executate (în caz că sunt așa lucrări);

Anexa 3: lucrările, la executarea cărora nu s-au respectat prevederile proiectului.

5. Comisia de recepție, în urma constatărilor făcute, propune:

Organizarea procedurii de recepție a obiectului la terminarea lucraeilor

6. Comisia de recepție motivează propunerea făcută prin:

Finalizarea lucrarilor de constructie - montaj prevazute in contract

7. Comisia de recepție recomandă următoarele:
Exploatarea obiectivului conform destinației

8. Prezentul proces-verbal, conținând 2 file și 3 anexe numerotate, cu un total de 5 file, a fost încheiat astăzi 04.07.2018 la ora 08-30 în 6 exemplare.

Comisia de recepție:

Președintele comisiei:

Piotr Tomaila



Membrii comisiei

Oliga Kirioglo

Ivan Topal

Afanasii Tomaila

Ivan Chireacov

Veaceslav Topal

Ion Ceban



Reprezentant antreprenor;

Mavrodi Oleg

Velicev Ivan



3. Au mai participat la recepție :

10. Lucrarea: *Optimizarea sistemului de iluminare stradala in s. Dezghinea, UTAG:*

TRANSMISĂ:
EXECUTANTUL:
SRL Moncomtex

PRIMITĂ:
BENEFICIAR
Primaria Dezghinea

" " 2018



(semnătura)

" " 2018



(semnătura)